

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Tordrillo Mountain Lodge, Judd Lake Lodge, Winterlake Lodge & Soloy Helicopters, LLC., and all of their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TML, JLL WL & SH"), I hereby agree to release, indemnify, and discharge TML, JLL WL & SH, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the following guided activities: heliskiing, river trips including fishing (class 1-3 ww), via ferrata climbing and nonguided stand up paddle boarding and kayaking, and any other water-based activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls the forces of nature, including lightning, weather changes and avalanche; whitewater rapids may be encountered; being jolted, jarred, bounce, and shaken about; collision with fixed or moveable objects or other watercraft; accidental drowning; boat capsize and entrapment; hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; the risks of exposure to cold water shock, insect bites; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the risk of altitude and cold including hypothermia, frostbite, cold water shock, acute mountain sickness, cerebral and pulmonary edema; wrist, arm, shoulder, and/or back injuries; rapidly changing adverse weather and water conditions; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris; travel in remote areas with poor or no access to emergency and/or medical services; equipment failure and/or operator error; travel in remote areas with poor or no access to emergency and/or medical services; consumption of food or drink; and improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Helicopter and other transportation travel have increased risks in mountainous areas. Furthermore, TML, JLL WL & SH personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TML, JLL WL & SH from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TML, JLL WL & SH's equipment or facilities, including any such claims which allege negligent acts or omissions of TML, JLL WL & SH.
4. Should TML, JLL WL & SH or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TML, JLL WL & SH, I agree to do so solely in the state of Alaska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TML, JLL WL & SH on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TML, JLL WL & SH. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name DAVID HORVATH Phone Number +120777573413
Address KUTKOVICE 9 City MIROVA POD KOZAKOVEM
State CZECH REP. Zip 51101 Email dlc2008@CENTRUM.CZ
Signature of Participant [Signature] Date 26.3.2021

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by TML, JLL WL & SH to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TML, JLL WL & SH from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____